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November 19, 2013

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 November 19, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF MASTER AGREEMENTS FOR AS-NEEDED SUBSTANCE USE DISORDER
SERVICES
EFFECTIVE UPON BOARD APPROVAL THROUGH JUNE 30, 2018
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute Master Agreements with multiple vendors and delegated authority to execute work orders and work order amendments for the provision of as-needed Substance Use Disorder services to the adult and youth populations in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute a Master Agreement, substantially similar to Exhibit I, for the provision of as-needed Substance Use Disorder (SUD) services with each of the 44 firms listed in Attachment A, effective upon Board approval through June 30, 2018, with a County option to extend the term on a month-to-month basis not to exceed six months.
2. Delegate authority to the Director of DPH, or his designee, to execute Master Agreements during the ensuing five-year-period with other firms that submit a Statement of Qualifications (SOQ), which meets all the requirements as outlined in the initial Request for Statement of Qualifications (RFSQ) released on December 28, 2012, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of DPH, or his designee, to execute amendments to the Master Agreements that: a) add and/or change terms and conditions to conform to changes in federal,

State, and/or County laws, regulations, and/or policies for the duration of the Master Agreements; and b) exercise the option to extend the term on a month-to-month basis for up to six months under the same terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the CEO.

4. Delegate authority to the Director of DPH, or his designee, to execute Master Agreement Work Orders (MAWOs) for services performed under the Master Agreements if a Work Order Solicitation (WOS) results in MAWOs that are all less than \$500,000 annually, subject to review and approval by County Counsel, and four weeks advance written notice to your Board. If a WOS results in any MAWOs that are \$500,000 or more annually, DPH will return to your Board for approval of all of the MAWOs recommended as a result of the WOS.

5. Delegate authority to the Director of DPH, or his designee, to execute administrative amendments to MAWOs to: a) extend the MAWO term under the same terms and conditions; b) rollover unspent MAWO funds; c) provide an internal reallocation of funds between budgets in each term's annual base maximum obligation and corresponding service adjustments that do not substantively alter the scope of work, as necessary; d) provide an increase or decrease in funding up to 10 percent above or below the term of each MAWO; and e) make corresponding service adjustments as necessary, contingent upon the availability of funds, subject to review and approval by County Counsel, and notification to your Board and the CEO.

6. Delegate authority to the Director of DPH, or his designee, to execute change notices to MAWOs to: a) permit modifications to or within schedule budget categories, with no change to the MAWO maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities; b) allow for changes to hours of operation, and/or service locations; and c) correct errors in the MAWO's terms and conditions

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended Master Agreements will ensure the provision of as-needed SUD services to the adult and youth populations of Los Angeles County (LA County). Over time, DPH's Substance Abuse Prevention and Control (SAPC) will issue a WOS for SUD services to various populations in the following service categories: 1) Outpatient Counseling Services; 2) Day Care Habilitative Program Services; 3) Outpatient Narcotic Treatment Program Services; 4) Alcohol and Drug Free Living Centers; 5) Residential Treatment Services; 6) Medication Assisted Treatment; and 7) Residential Detoxification Services.

The first WOS to be released will be for the provision of SUD services for inmates released as part of AB 109.

Approval of Recommendations 1, 2, and 3 will allow DPH to execute: 1) Master Agreements to provide as-needed SUD services to the adult and youth populations of LA County; 2) Master Agreements with additional qualified firms to meet service needs throughout the duration of the Master Agreement term and to expand the pool of qualified contractors; and 3) Amendments to the Master Agreements that add and/or change terms and conditions to conform to changes in federal, State, and/or County laws, regulations, and/or policies, and extend the term for up to six months. DPH will evaluate annually, at a minimum, whether there is a need to re-open the RFSQ to qualified vendors and to award additional Master Agreements.

Approval of Recommendations 4 and 5 will allow DPH to execute MAWOs for services under the Master Agreements; extend MAWO terms under the same terms and conditions; add and/or change non-substantive MAWO terms and conditions; rollover unspent MAWO funds; internally reallocate funds between budgets in each term's annual base maximum obligation; increase or decrease in funding up to 10 percent above or below the term of each master agreement, and make corresponding service adjustments as necessary, contingent upon the availability of funds, subject to review and approval by County Counsel, and notification to your Board and the CEO.

Approval of Recommendation 6 will allow DPH to execute change notices to permit modifications to or within schedule budget categories, with no change to the MAWO maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities, and corresponding adjustment of the scope of work tasks and/or activities; allow for changes to hours of operation and/or to service locations; and correct errors in the MAWO's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Utilizing the Master Agreements, DPH will be able to conduct WOS to select vendor(s) to provide SUD services on an as-needed basis through the issuance of individualized MAWO(s). The funding source for each MAWO will vary, depending upon the SUD services to be provided, the term of the MAWO, and the availability of funding.

Funding for the planned AB 109 WOS, estimated at \$12.8 million for the 15-month period of April 1, 2014 through June 30, 2015, will come from State Realignment funds. DPH anticipates releasing a subsequent WOS for Probation Camp Services, funded by an estimated \$800,000 in net County cost (NCC) via intra-fund transfer from the Probation Department. Funding for additional WOS will come from federal, State, and local sources including: Federal Drug Court funds, NCC-Drug Court funds, Federal Share Drug Medi-Cal funds, State General Fund, Substance Abuse Prevention and Treatment Block Grant funds, Realignment funds, First 5 LA funds, intra-fund transfers from other Los Angeles County departments, and special funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DPH SAPC has primary responsibility for administering LA County's complex range of alcohol and drug prevention, treatment, and recovery programs. DPH SAPC must meet County, State, and federal regulations through the promotion, development, and maintenance of a comprehensive network of programs that respond to public policy and regulatory requirements. DPH SAPC currently allocates over \$200 million through contracts with over 150 community-based prevention and treatment organizations throughout LA County.

The Master Agreement includes all of the latest Board-mandated provisions as well as a requirement that Contractors notify the County of any suspended contracts and/or expiration of any applicable licenses, permits, registrations, accreditations, or certificates. Recommended vendors have agreed to all terms therein.

Program Administration

DPH SAPC will act as the County Project Director and will provide overall direction and oversight of the day-to-day administration of the Master Agreements.

Master Agreement Utilization

The proposed Master Agreements provide DPH SAPC with a pool of pre-qualified vendors that have demonstrated relevant experience and capacity to provide SUD services to the adult and youth populations of LA County. The qualified contractors will serve as a resource to DPH SAPC and thereby streamline and expedite the process of securing specific SUD services on an as-needed basis. No work is guaranteed to any Master Agreement vendor based on the award of a Master Agreement.

The qualified contractors will be solicited under competitive conditions via WOS, to provide as-needed services in the category for which they are qualified. Each WOS shall include: 1) a specific Statement of Work describing in detail the SUD service(s) needed and the work required for the performance thereof; 2) mandatory requirements including all applicable licenses and certifications as well as good standing with the County of Los Angeles; and 3) budgetary guidelines. DPH SAPC will evaluate responses using a pre-determined set of evaluation criteria, select the firm(s) most appropriate to meet the needs of LA County, and recommend the MAWO for County Counsel approval.

Attachment A is a list of vendors recommended for a Master Agreement.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

On September 20, 2011, your Board authorized DPH to enter into sole-source contracts with certified and/or licensed alcohol and drug providers to provide substance abuse assessment and referral, residential treatment, outpatient counseling, and alcohol and drug-free living centers, effective October 1, 2011 through June 30, 2012, with a provision for two one-year renewal periods through June 30, 2014.

On December 28, 2012, DPH released an RFSQ to solicit SOQs from firms with expertise in SUD services to qualify in one or more of the following service categories: 1) Outpatient Counseling Services; 2) Day Care Habilitative Program Services; 3) Outpatient Narcotic Treatment Program Services; 4) Alcohol and Drug Free Living Centers; 5) Residential Treatment Services; 6) Medication Assisted Treatment; and 7) Residential Detoxification Services.

The contracting opportunity announcement was posted on the County's "Doing Business with Us" (Attachment B), DPH Contracts and Grants, and SAPC websites. Additionally, notices on the release of the RFSQ were sent to the vendors listed in SAPC's internal list.

By the April 17, 2013 SOQ submission deadline, 72 vendors submitted SOQs in response to the RFSQ. 42 SOQs initially met the minimum qualifications of the RFSQ and 30 SOQs were disqualified. 13 Disqualification Review Requests were received. Departmental representatives not

involved to a substantial degree with the solicitation performed the disqualification reviews and found two were with merit and 11 were without merit. As a result, a total of 44 firms are recommended for award of a Master Agreement. DPH will evaluate annually, at a minimum, whether there is a need to re-open the RFSQ to qualified vendors and award additional Master Agreements.

Upon completion of the RFSQ, a WOS will be released for the provision of SUD services for individuals released from prison under AB 109. The WOS will allow DPH to expand services for AB 109 participants, add service categories not currently included for this population, and increase the number of service providers to facilitate access and utilization of all available AB 109 funding.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Establishment of a Master Agreement with pre-qualified vendors to provide as-needed SUD services will simplify and expedite the solicitation and contracting process for SUD services. Approval of these actions will enable DPH SAPC to perform at a more efficient and effective level, and provide timely services to the adult and youth populations of LA County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jonathan E. Fielding". The signature is written in a cursive, flowing style.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:td:pm
#02549

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH
AND
(CONTRACTOR)
FOR
SUBSTANCE USE DISORDER SERVICES**

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UNIQUE EXHIBITS

- H BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION
- I CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- J CHARITABLE CONTRIBUTIONS CERTIFICATION

MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
AND

FOR
SUBSTANCE USE DISORDER SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of _____, 2013 by and between the County of Los Angeles, Department of Public Health hereinafter referred to as County or DPH and _____, hereinafter referred to as Contractor, to provide Substance Use Disorder (SUD) services in the following categories: List Categories for which Contractor was qualified.

RECITALS

WHEREAS, pursuant to the provision of Section 101025 of the California Health and Safety Code, County's Board of Supervisors have the authority to preserve and protect the public health, and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 26227 which authorizes the Board of Supervisors to contract with private entities to meet the social needs of the population of the county in areas of health, public safety, welfare, and education; and

WHEREAS, the Contractor possesses the competence, expertise, facilities, and personnel to provide specialized SUD services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Public Health or his designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F- Master Agreement Work Order - Sample
- 1.7 EXHIBIT G- Forms Required at Completion of Each Work Order

Unique Exhibits:

- 1.8 EXHIBIT H - Background and Resources: California Charities Regulation (SB 1262 – Nonprofit Integrity Act of 2004)
- 1.9 EXHIBIT I - Contractor's Obligations As A "Business Associate" Under The Health Insurance Portability And Accountability Act Of 1996 (HIPAA)
- 1.10 EXHIBIT J- Charitable Contributions Certification

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor/Contractor/Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, has an executed Master Agreement with the Department of Public Health, is in compliance with the terms and conditions of the Master Agreement, and whose evidence of insurance requirements have all been received by Department of Public Health and are valid and in effect at the time of proposal/bid submission and for the duration of a Work Order award. As used herein, the terms Active Contractor, Contractor, and Qualified Contractor may be used interchangeably throughout this Master Agreement.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 Director:** Director of Department of Public Health, or his duly authorized designee.
- 2.4 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.5 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.6 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.7 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Master Agreement Work Order (MAWO)/Work Orders:** An agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a Statement of Work and/or Scope of Work. Each

MAWO shall result from work order bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order Solicitation. No work shall be performed by Contractors except in accordance with validly bid and executed MAWOs.

- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Statement of Work (SOW):** A written description of tasks and/or deliverables required by County for a specific Work Order Solicitation.
- 2.15 Work Order Solicitation (WOS):** A solicitation document released to all Qualified Contractors that describes in detail the particular project and the work required for the performance thereof.
- 2.16 Bid/Proposal:** For the purpose of this Master Agreement, a Bid/Proposal is a response to a WOS.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each MAWO shall be similar to Exhibit F as determined by County. Each MAWO shall include a SOW, which shall describe in detail the particular project and the work required for the performance thereof. The payment methodology will vary according to the services to be performed, subject to the Total Maximum Amount specified on each individual MAWO.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4** County procedures for issuing and executing MAWOs are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County shall issue a WOS containing a SOW to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted may submit a proposal to the County address and within the timeframe specified by the solicitation. Failure of Qualified

Contractor to provide a proposal within the specified timeframe shall disqualify Contractor for that particular Work Order.

- 3.5** Upon completion of evaluations, County shall execute the MAWO by and through Department of Public Health staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the WOS specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no MAWOs are awarded to some Qualified Contractors.
- 3.6** County estimates that selection of any Contractor shall occur within ten (10) business days of completion of the evaluations of the particular Work Order proposals/bids. Following selection, all Contractors selected by the Department of Public Health must be available to meet with County on the starting date specified in the MAWO. Inability of Contractor to comply with such commencement date may be cause for disqualification of selected Contractor from the particular work order as determined in the sole discretion of County's Project Director.
- 3.7** In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.58, Termination for Default.
- 3.8** Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Work Orders. Contractor shall be solely responsible for payments to Contractor personnel, agents and/or subcontractors for excess hours worked resulting in charges exceeding any total maximum amounts stated on the MAWO.

4.0 TERM OF MASTER AGREEMENT

- 4.1** This Master Agreement term shall be for a effective upon Board approval through June 30, 2018, unless sooner extended or terminated, in whole or in part, as provided herein. At the conclusion of the five year, period, the County shall have the option to extend the term on a month-to-month basis not to exceed, in aggregate, a maximum total master agreement term of 5 years, 6 months.
- 4.2** Notwithstanding any other provisions of this Section 4.0, any MAWO issued hereunder prior to the expiration date of this Master Agreement which has a MAWO expiration date later than the Master Agreement expiration date shall automatically extend such Master Agreement expiration date an additional one hundred eighty (180) days or until the MAWO expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such MAWO and shall not extend such date for any other purpose whatsoever, including issuing new Work Order Solicitations, MAWOs, and/or extending any MAWOs.

- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPH at the address herein provided in Exhibit A.
- 4.4 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to Department of Public Health by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County’s right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 Contractor shall invoice the County in arrears for providing the tasks, deliverables, services, and other work authorized pursuant to any Master Agreement Work Orders (MAWOs). Contractor

shall separately invoice County for each MAWO either: (1) monthly, if performed on a Cost Reimbursement or time and materials basis, or (2) by deliverable, if performed on a fixed price per deliverable basis.

5.4.2 Payment for all work shall be either on a Cost Reimbursement, Time and Materials, or fixed price per deliverable basis, subject to the Total Maximum Amount specified in each MAWO less any amounts assessed in accordance with sub-paragraph 9.6, Liquidated Damages.

5.4.3 All work performed by, and all invoices submitted by, Contractor pursuant to MAWOs awarded hereunder must receive the written approval of County's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable MAWO.

5.4.5 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable MAWO. For Example:

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

- County numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance, and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- County numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Line Item Budget
- Name(s) of persons who performed the work;

- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance, and
- The total amount of the invoice.

Cost Reimbursement:

- County number of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance; and
- The total amount of the invoice.

5.4.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.4.7 While payments may be made in accordance with the fee-for-service rate(s) set out in the MAWOs attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the schedule(s), Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

5.4.8 For each term, or portion thereof, that this Master Agreement is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Master Agreement is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be

submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

5.4.9 Withholding Payment

Subject to the reporting and data requirements of this Master Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Master Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Master Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

Subject to the Record Retention and Audits provision of this Master Agreement, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Master Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

Subject to the provisions of the exhibit(s) of this Master Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to

Contractor under this Master Agreement until proof of such service(s) is/are delivered to County.

In addition to the four Subparagraphs immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

County may withhold any claim for payment by Contractor if Contractor, in the judgment of the county is in material breach of this Master Agreement or has failed to fulfill its obligations under this Master Agreement until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

5.4.10 Fiscal Viability

Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this Master Agreement.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1. County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Public Health and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

7.5.2 If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the master Agreement, the department may receive subsequent information criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately removed staff from performing services under the Master Agreement Work Order and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County Project Manager. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor

nor to Contractor's staff any information obtained through the County's criminal history review.

- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

- 7.6.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 The body of this Master Agreement (including any MAWOs), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Master Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Master Agreement which is formally approved and executed by the parties in the same manner as this Master Agreement.
- 8.1.2 The County’s Board of Supervisors; Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors, Chief Executive Officer, State and/or federal entity. To implement such changes, an Amendment to the Master Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County’s Board of Supervisors.
- 8.1.3 Notwithstanding Paragraph 8.1.2, in instances where the County’s Board of Supervisors has delegated authority to the Director or his/her designee, at his/her discretion, to amend MAWO’s to permit extensions or adjustments of the MAWO term; the rollover of unspent MAWO funds; and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding above or below each term’s annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County’s Board of Supervisors, and shall be incorporated into and become part of the MAWO.
- 8.1.4 Notwithstanding Paragraph 8.1.2, in instances where the County’s Board of Supervisors has delegated authority to the Director to amend a MAWO to permit modification to or within budget categories within each schedule, up to an adjustment between all budget categories equal to percent of each term’s annual base

maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the MAWO's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of the MAWO.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing this Master Agreement for Contractor is an authorized agent who has actual

authority to bind Contractor to each and every term, condition, and obligation set forth in this Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Master Agreement.

8.5 CONTRACTOR BUDGET AND EXPENDITURES REDUCTIONS FLEXIBILITY

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Master Agreement or any portion thereof, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of any MAWO via a written amendment to the MAWO.

8.6 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.6.1 Within 30 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The plan shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.
- 8.6.3 The client and/or his/her authorized representative shall receive a copy of the procedure.
- 8.6.4 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.6.5 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.
- 8.6.6 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.7 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.6.8 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.9 Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

- 8.7.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses

incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

8.9.2 Written Employee Jury Service Policy

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee"

means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- (3) If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic

dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Master Agreement.

8.11 CONFLICT OF TERMS

To the extent that there exists any conflict or inconsistency between the language of this Master Agreement and that of any Exhibit(s), Attachment(s), MAWOs, and any documents incorporated herein by reference, the language found within this Master Agreement shall govern and prevail.

8.12 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT:

If a Contractor is unionized, to the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a

County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Master Agreement, as well as, to vacancies that occur during the Master Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Master Agreement except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor are other service sites during the Master Agreement term.

8.13 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.13.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.13.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.14 CONSTRUCTION

To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Master Agreement, they shall be deemed a part of the operative provisions of this Master Agreement and are fully binding upon the parties.

8.15 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of

particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Master Agreement.

8.16 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this Master Agreement or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.16.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.16.4 Contractor Hearing Board

- (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- (3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- (4) If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- (5) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or

more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- (6) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.17 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.18 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.18.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.19 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

8.20 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.20.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.20.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.21 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.21.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.21.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.22 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement. The facsimile transmissions of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

8.23 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.24 FISCAL DISCLOSURE

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Master Agreement a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding. (2) If during the term of this Master Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 INDEPENDENT CONTRACTOR STATUS

- 8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.26.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, and its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.28 and 8.29 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master

Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Master Agreement or, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles - Department of Public Health
Substance Abuse Prevention and Control
Contracts Division
Attention: Dorothy de Leon, Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein.

Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.28.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.28.6 Contractor's Insurance shall be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall

require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.28.9 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.28.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

8.29.1 Commercial General Liability Insurance

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2million
Each Occurrence:	\$2 million

8.29.2 Automobile Liability insurance

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 Workers Compensation and Employers' Liability

Workers' Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements, which include Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Unique Insurance Coverage

a. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

b. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$2 million per claim and \$4 million aggregate. Where required medical malpractice coverage will also be required in amounts not less than \$1 million per occurrence and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

c. Miscellaneous Coverage

Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES

Contractor shall obtain and maintain during the term of this Master Agreement, all appropriate licenses, permits, registrations, accreditations,

and certificates required by federal, State, and local law for the operation of its business and for the provision of services under this Master Agreement and subsequent Work Orders. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Master Agreement.

It is the responsibility of the Contractor to notify the County of any suspended contracts, and/or expiration of all applicable licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business.

8.31 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 8.31.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 8.31.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 8.31.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 8.31.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

- (1) Pay to the County any difference between the work order amount and what the County's costs would have been if the work order had been properly awarded;
- (2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the work order; and
- (3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

8.32 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.33 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Master Agreement.

8.34 NONDISCRIMINATION IN SERVICES

8.34.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or

separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

- 8.34.2 Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Master Agreement, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

8.35 NONDISCRIMINATION IN EMPLOYMENT

- 8.35.1 Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are

employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and state laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

- 8.35.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.
- 8.35.3 Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
- 8.35.4 Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.
- 8.35.5 Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- 8.35.6 If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to

terminate this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.35.7 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Master Agreement.

8.36 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.37 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.38 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Public Health shall resolve it.

8.39 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.40 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

8.41 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 8.41.1 Contractor agrees that all public announcements, literature, audiovisuals, social media content, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Master Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.
- 8.41.2 Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 8.41.3 With respect to any such items which come into existence after the commencement date of the Master Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

- 8.41.4 During the term of this Master Agreement and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 8.41.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Master Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 8.41.6 If directed to do so by County, Contractor will place the county name, its department names and/or its marks and logos on all items developed under this Master Agreement. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Master Agreement: "© Copyright 2013 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Master Agreement or for unrelated purposes, without first obtaining the express written consent of County.
- 8.41.7 For the purposes of this Master Agreement, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

8.42 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.43 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

8.44 PUBLIC RECORDS ACT

8.44.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to the Record Retention and Inspection/Audit Settlement paragraph of this Master Agreement; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Master Agreement, including all proposals/bids submitted in response to WOS's become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.44.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.45 PUBLICITY

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Master Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Master Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Master Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

8.46 PURCHASES

8.46.1 Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

8.46.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Master Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Master Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Master Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

8.46.3 Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

8.46.4 Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies,

purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

- 8.46.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Master Agreement, or upon the expiration or earlier termination of this Master Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

8.47 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE

- 8.47.1 Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Master Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:
- (1) The location by street address and city of any such real property.
 - (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
 - (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full

names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, my marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.
- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

- 8.47.2 Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Master Agreement. If during the term of this Master Agreement the Contractor's ownership of other businesses dealing with Contractor under this Master Agreement changes, Contractor shall notify Director in writing of

such changes within thirty (30) calendar days prior to the effective date thereof.

8.48 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.48.1 Service Records: Contractor shall maintain all service records related to this Master Agreement for a minimum period of five (5) years following the expiration or prior termination of this Master Agreement. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent subparagraph.

8.48.2 Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>.

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Master Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the

executive director of the program, if such executive director provides services claimed under this Master Agreement.

- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Master Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Master Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Master Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile (FAX), or through the Internet, i.e. electronic mail (e-mail), upon Director's request. Director's request shall include appropriate County FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

- 8.48.3 Preservation of Records: If following termination of this Master Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.
- 8.48.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).
- 8.48.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.
- If the audit report(s) is not delivered by contractor to County within the specified time, Director may withhold all payments to Contractor under all MAWOs between County and contractor until such report(s) is delivered to County.
- The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.
- 8.48.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Master Agreement, Contractor shall maintain and make available, upon written request, to the

Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

- 8.48.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Master Agreement and subsequent MAWOs and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim

for payment by Contractor for any month or months for any deficiency(ies) not corrected.

8.48.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.
- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within thirty (30) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.
- (4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

8.48.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Master Agreement.

8.49 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by contractor under this Master Agreement.

8.50 REPORTS

Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Master Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

8.51 RULES AND REGULATIONS

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or substance which might impair their physical or mental performance.

8.52 SERVICE DELIVERY SITE – MAINTENANCE STANDARDS

Contractor shall assure that the locations where services are provided under provisions of this Master Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic

monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

8.53 SOLICITATION OF BIDS OR PROPOSALS

Contractor acknowledges that County, prior to expiration or earlier termination of this Master Agreement, may exercise its right to invite bids or request proposals or SOQ for the continued provision of the services delivered or contemplated under this Master Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals or SOQs in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids, proposals, or SOQs received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals or SOQs by virtue of its present status as Contractor.

8.54 STAFFING AND TRAINING/STAFF DEVELOPMENT

Contractor shall operate continuously throughout the term of this Master Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Master Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Master Agreement, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Master Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis.

Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

8.55 SUBCONTRACTING

8.55.1 For purposes of this Agreement, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

- a) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- b) A detailed description of the services to be provided by the subcontractor.
- c) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- d) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
- e) Any other information and/or certification(s) requested by Director.

8.55.2 Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

8.55.3 Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

8.55.3 In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all

payments or other compensation to all subcontractors, and their officers, employees, and agents.

- 8.55.4 In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- 8.55.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.55.6 Subcontracts shall contain the following provision: "this contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS paragraphs of the body of this Agreement, and all of the provisions of the Additional Provisions attachment.
- Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.
- 8.55.7 The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.
- 8.55.8 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

8.55.9 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.55.10 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.56 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.18 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.58 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.57 TERMINATION FOR CONVENIENCE

8.57.1 County may terminate this Master Agreement, and any Work Order issues hereunder, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 30 days after the written notice is sent.

8.57.2 Upon receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall immediately:

- Stop services under the Work Order or under this Master Agreement as identified in such written notice; and
- Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

8.57.3 Upon receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be

prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

8.57.4 Contractor shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Master Agreement in respect to the termination of services hereunder for a period of five (5) years after final settlement under this Master Agreement, in accordance with the RECORDS AND AUDITS Paragraph of this Master Agreement. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

8.58 TERMINATION FOR DEFAULT

8.58.1 County may, by written notice of default to Contractor, terminate this Master Agreement immediately in any one of the following circumstances:

- a) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Master Agreement or any extension thereof as County may authorize in writing;
- b) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Master Agreement, or so fails to make progress as to endanger performance of this Master Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure;
- c) If, as determined in the sole judgment of County, Contractor fails to maintain valid licenses, permits, registrations, accreditations, certificates as described in Paragraph 8.30 above; or

- d) If, as determined in the sole judgment of County, Contractor has a suspended contract that will endanger performance of this Master Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

8.58.2 In the event that County terminates this Master Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

8.58.3 If, after the County has given notice of termination under the provisions of the 4th paragraph, it is determined by County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 8.57 TERMINATION FOR CONVENIENCE.

8.58.4 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.59 TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION

8.59.1 County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Master Agreement if it is found that gratuities or consideration, in any form, were offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.59.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the

County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.59.3 Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

8.60 TERMINATION FOR INSOLVENCY

8.60.1 County may terminate this Master Agreement immediately for default in the event of the occurrence of any of the following:

- a) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c) The appointment of a Receiver or Trustee for the Contractor;
- d) The execution by Contractor of a general assignment for the benefit of creditors.

8.60.2 In the event that County terminates this Master Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.61 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

FEDERAL CERTIFICATION AND DISCLOSURE REQUIREMENT

For those MAWOs that include federal monies to pay for Contractor's services, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully comply with all such certification and disclosure requirements.

8.62 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.63 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 8.63.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 8.63.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 8.63.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 8.63.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this work order to which it would not otherwise have been entitled, shall:

- a) Pay to the County any difference between the work order amount and what the County's costs would have been if the work order had been properly awarded;
- b) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the work order; and
- c) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a work order award.

8.64 UNLAWFUL SOLICITATION

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

8.65 VALIDITY

If any provision of this Master Agreement and attached MAWOs or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.66 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.66 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.67 WARRANTY AGAINST CONTINGENT FEES

8.67.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.67.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.68 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.69 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 8.69 shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY

This Master Agreement is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort

to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

9.2 SPECIAL REPORTS

9.2.1 Contractor shall submit directly to the State of California monthly the following reports: For treatment providers: By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the State of California. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the State of California shall result in all monthly payments being withheld for late submission of reports. Payments shall resume upon submission by Contractor of all delinquent reports to the State, including any withheld payments.

9.2.2 Contractor shall submit to the SAPC monthly the following reports:

For treatment providers: By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into SAPC's online system, the Los Angeles County Participant Reporting System, admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Contract, or provide and transmit such data electronically to SAPC.

For prevention providers: By the first Friday of the month following the month for which the data is collected, the California Outcome Measurement Services for Prevention ("CalOMS Pv"). Data should be entered in to the on-line CalOMS Pv system daily, weekly at a minimum.

Failure by Contractor to submit the required reports to SAPC shall result in all monthly payments being withheld for late submission of reports.

9.2.3 Contractor shall make other reports as required by the Director or by the State of California, concerning Contractor's

activities as they relate to this Contract. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

9.3 BOARD OF DIRECTORS AND ADVISORY BOARD

- 9.3.1 Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

- 9.3.2 Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of

Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

9.4 PARTICIPANT ELIGIBILITY

If participants are provided treatment services hereunder, participant's eligibility to receive substance use disorder services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to County stating whether the participant is eligible for Medi-Cal, insurance or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Contract.

9.5 PARTICIPANT FEES

If Contractor provides participants with residential and/or non-residential treatment services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs. Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11852.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

9.6 TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Contract, by taking the following actions:

- a) Prohibiting smoking in all areas within the facilities.

- b) Prohibiting smoking within 20 feet of doors and windows at all program facilities.
- c) Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- d) Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Contract. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both.

9.7 DRUG FREE WORK PLACE

9.7.1 Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990) and will provide a drug- free workplace, in the provision of services herein, by taking the following actions:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:
 - (1) Be given a copy of the County's drug-free policy statement; and

- (2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both, and Contractor may be ineligible for future County Contracts if the County determines that any of the following has occurred:

- (1) Contractor has made a false certification; or
- (2) Contractor has violated the certification by failing to carry out the requirements as noted above.

9.8 HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING

9.8.1 Contractor providing treatment services hereunder shall:

- A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the SAPC policy or an agency policy which incorporates all elements of the SAPC policy).
- B. Develop policies and procedures, which are adopted by the Board of Directors that addresses priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive clients.
- C. Designate an HIV/AIDS resource person who shall be the agency's liaison to SAPC. Develop, implement, and documents this person's responsibilities.
- D. The HIV/AIDS resource person shall attend meetings and trainings relative to HIV and substance abuse (e.g. HIV Drug and Alcohol Task Force, etc.), when required. The resource person shall ensure staff and clients are aware of such training and educational opportunities.
- E. The HIV/AIDS resource person shall distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form shall be maintained in the employee's personnel file. Institute regular re-evaluation of the policy and recommended changes or addendum when warranted by changes in HIV care or epidemiology, and/or in federal or State law.
- F. All new staff members should receive at minimum, basic HIV/AIDS education, HIV prevention information and resources for prevention, testing, treatment, and

supportive services within thirty days of starting employment. In addition, all direct service staff must attend a minimum of eight (8) hours of training each year. Training received through the State of California - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year. A commitment to ongoing training related to HIV will be signed and maintained in the employee's personnel file.

- G. The HIV/AIDS resource person shall develop an overall HIV/AIDS educational plan which includes, but not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and clients, as well as, a system to document staff and client participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form shall be maintained in the client's file. The curriculum shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).
- H. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission. Provide staff and clients with current, up-to-date brochures and other educational material which are reflective of the population served by the agency, in culturally appropriate format and languages. Printed materials must provide information on risk-reduction and testing; in addition to whatever information is deemed appropriate for the population(s) served at the agency. Materials must be replenished, be visible and easily available to clients.
- I. Make available to all participants and employees the location of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.
- J. Develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients, make referrals when appropriate, while clients are in the program and for discharge planning.

- K. Not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.
- L. Consider priority admission for all applicants who identify as HIV/AIDS infected.
- M. Comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

9.9 MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND OTHER DRUGS

- 9.9.1 Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Contract, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.
- 9.9.2 Contractor shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

9.10 REPORTING OF CHILD ABUSE OR NEGLECT

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in the Child Abuse and Neglect Reporting Act, California Penal Code Section 11165.7. Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800)540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to

report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

9.11 REPORTING OF ELDER AND DEPENDENT ADULT ABUSE

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staffs have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

9.12 NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

9.13 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.14 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

9.14.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

9.14.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

9.14.3 Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Master Agreement.

9.15 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Master Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally

funded contracts. Further, by executing this Master Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Master Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

9.16 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

9.16.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

9.17 LIQUIDATED DAMAGES

9.17.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

9.17.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within

specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

9.17.3 The action noted in sub-paragraph 9.17.2 above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

9.17.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or 9.17.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

9.18 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.18.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Master Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging

such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.18.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- a) Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- b) Replace the questioned equipment, part, or software product with a non-questioned item; or
- c) Modify the questioned equipment, part, or software so that it is free of claims.

9.18.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.19 AUTOMATED LOS ANGELES COUNTY PARTICIPANT REPORTING SYSTEM (LACPRS)

Contractor shall participate and cooperate in the automated LACPRS or an enhanced replacement system. For the purpose of reporting data, Contractor will enter client information and services provided to each client directly into the County LACPRS via Internet or data exchange. In order to access LACPRS, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipment, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. Contractor shall not be held responsible for violation of confidentiality requirements that occur within County's areas of responsibility.

9.20 PERFORMANCE BENCHMARKS AND DASHBOARDS

9.20.1 Contractor performance for services provided under this Contract shall be measured against County Benchmarks. County will regularly provide to Contractors a report of their performance and the corresponding benchmarks through

SAPC Dashboards, which shall be made public and posted on the SAPC website. Dashboards are used to gauge Contractors' performance and progress towards meeting established benchmarks, and Contractors shall be responsible for reviewing the Dashboard and ensuring they meet the established benchmarks.

9.20.2 For purposes of measuring Contractor's performance, the following shall apply:

- a) Contractor is required to meet the County Benchmark in the selected areas identified by SAPC through directive(s).
- b) If Contractor does not meet one or more of the Benchmarks by the end of each fiscal year (June 30), then Contractor shall develop a performance improvement plan. When an improvement plan must be completed, it shall be submitted to SAPC Director or his designee, by no later than September 15 of the next fiscal year.
- c) In addition to providing a performance improvement plan, Contractors that fall below twenty percent (20%) on one or more of the benchmarks, as indicated by their Dashboards, shall also participate in a process improvement activity that addresses the benchmark requiring improvement. Technical assistance may be provided by SAPC to those contractors requesting such assistance. Requests for process improvement technical assistance may be submitted to SAPC Director or his designee.

9.21 PARTICIPANT RECORDS

Participant records shall include intake information consisting of personal, family, educational, substance use, criminal (if any), mental health and medical histories; participant identification data; diagnostic studies, if appropriate; a recovery and treatment plan which includes short- and long-term goals generated by staff and participant; assignment of a primary counselor; description of type and frequency of services including support services to be provided; a record of client interviews; and a discharge/transfer plan and summary.

10.0 CONTRACTOR'S OFFICE

Contractor's office, business telephone number, facsimile (FAX) number, and electronic Mail (e-mail) address is identified in Exhibit B, Contractor's Administration. Contractor shall notify County, in writing, of any changes made

to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

11.0 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of DPH or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

**MASTER AGREEMENT FOR
SUBSTANCE USE DISORDER SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Master Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

COUNTY OF LOS ANGELES
APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

**MASTER AGREEMENT FOR
SUBSTANCE USE DISORDER SERVICES
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COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Notices to County shall be sent to the following:

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTS AND GRANTS DIVISION:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME: _____

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following person and address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

<u>CERTIFICATION</u>	<u>YES</u>	<u>NO</u>
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/>	<input type="checkbox"/>
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/>	<input type="checkbox"/>
4. When problem areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input type="checkbox"/>	<input type="checkbox"/>

Signature

Date

Name and Title of Signer (Please print)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

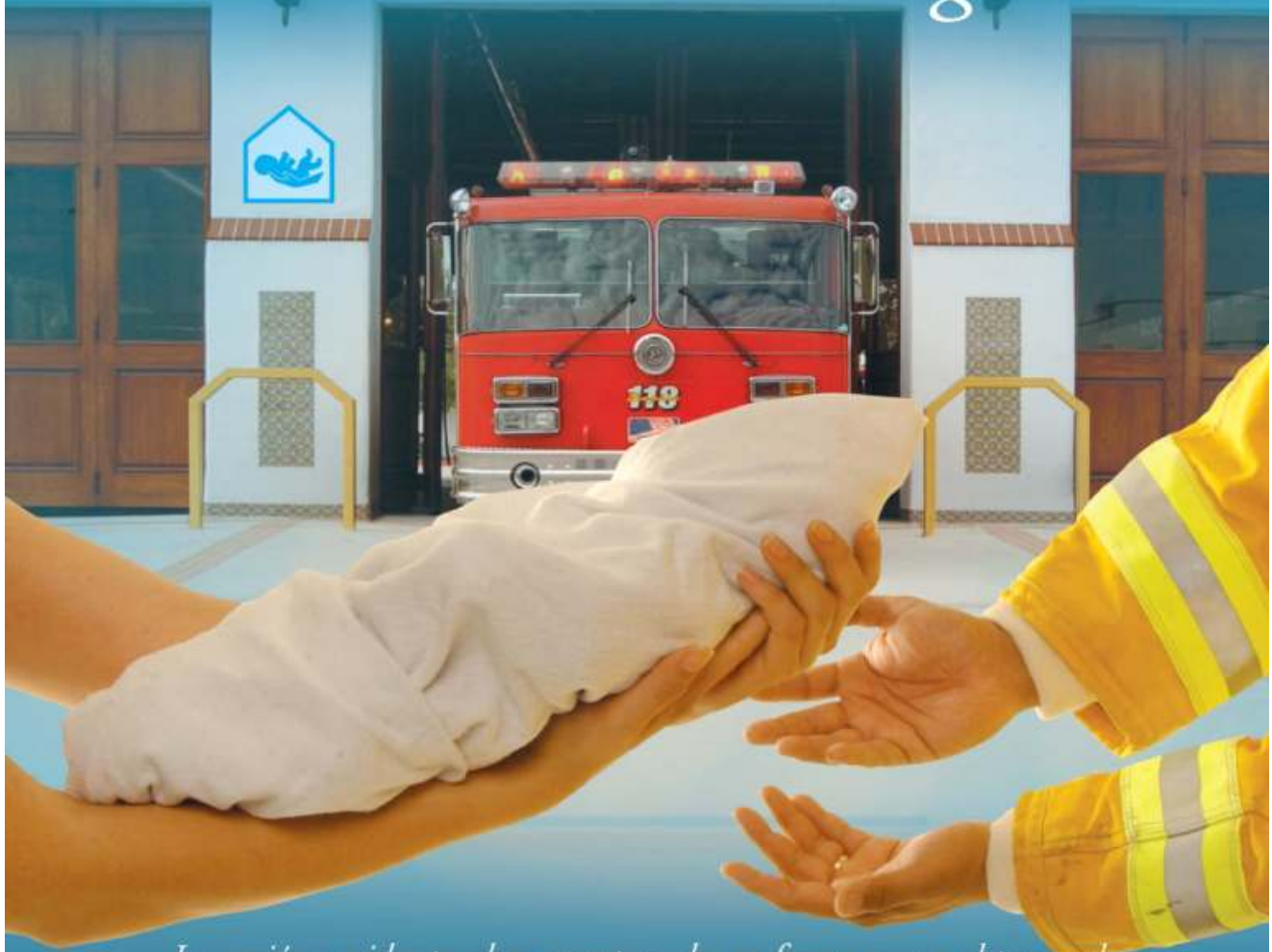
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



SAMPLE
MASTER AGREEMENT WORK ORDER FORMAT

A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL
MASTER AGREEMENT WORK ORDER

Master Agreement Number: _____

Work Order Number: _____

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
MASTER AGREEMENT WORK ORDER
FOR
SUBSTANCE USE DISORDER SERVICES – [PROJECT NAME]

[CONTRACTOR]

This Master Agreement Work Order and Attachments made and entered into this _____ day of _____, 20__ by and between the County of Los Angeles, Department of Public Health, Substance Abuse Prevention and Control, hereinafter referred to as County and [CONTRACTOR], hereinafter referred to as Contractor. Contractor is located at [ADDRESS].

RECITALS

WHEREAS, on [BA DATE], 2013 the County of Los Angeles and [CONTRACTOR], entered into Master Agreement Number [PH-####] to provide substance abuse disorder services for the Department of Public Health under Project [Project Name] for the following service category(ies): [List Categories]; and

WHEREAS, Contractor submitted a response to Work Order Solicitation Number [WOS #] released by the County for substance abuse disorder services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this MAWO and under the terms and conditions herein set forth; and

WHEREAS, all terms of the Master Agreement [PH-####] shall remain in full force and effect; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, and G are attached to and form a part of this Master Agreement Work Order (MAWO). In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement, MAWO, and then to the Attachments according to the following priority.

Standard Attachments:

- 1.1 Attachment A - Statement of Work
- 1.2 Attachment B - Facility Directory
- 1.3 Attachment C - Service Reimbursement Matrix
- 1.4 Attachment D - Certification of No Conflict of Interest
- 1.5 Attachment E - Certification of Employee Status
- 1.6 Attachment F - County's/Contractor's Administration for this MAWO
- 1.7 Attachment G - Forms Required For Each Work Order Before Work Begins

2.0 WORK

- 2.1 Contractor has been approved to provide the following services: [List Categories]
- 2.2 Pursuant to the provisions of this work order, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work and shall constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this work order.
- 2.2 Depending on the Contractor's pre-qualified categories, and to the extent allowable under the program and/or funding requirements, Contractor shall be responsible for stepping down or stepping up participants from one level of treatment to another based on clinical assessment. To implement such changes, an Administrative Amendment to the MAWO shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO shall commence on [DATE] and continue in full force and effect through [DATE], unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 CONTRACT RATES

Contractor shall provide substance abuse disorder services at the specified rates in Attachment C- Fee Schedule.

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this MAWO, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such, an Amendment to the MAWO shall be prepared by Director and executed by the Contractor and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.1 Amendments.

6.0 FUNDING SOURCE

Provision of services under this MAWO for [PROJECT TITLE] are 100 percent offset by [e.g. Centers for Disease Control and Prevention Notice of Award Number PS00XXXX-0].

7.0 MAXIMUM TOTAL COST AND PAYMENT

- 7.1 The Maximum Total Cost that County will pay Contractor for all Services to be provided under this MAWO for [PROJECT TITLE] shall not exceed the amount of [Spell out the dollar amount] (\$XX,XX) for the period of performance commencing [Date of Execution] through [DATE] unless otherwise revised or amended under the terms of this MAWO.
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Service Reimbursement Matrix attached hereto and incorporated herein by reference.
- 7.3 Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment A, Statement of Work, notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachment(s) including, but not limited to, any time spent on the preparation for such activities.
- 7.4 All invoices submitted by Contractor for payment must be submitted for approval to the County Project Manager, or her designee; no later than thirty (30) calendar days after month end.
- 7.5 Upon expiration or prior termination of this MAWO, Contractor shall submit to County Project Manager, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County Project Manager within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

- 7.6 The Director of DPH, or his designee, may execute administrative amendments to MAWOs, to: a) extend the MAWO term under the same terms and conditions; b) rollover unspent MAWO funds; c) provide an internal reallocation of funds between budgets in each term's annual base maximum obligation; d) increase or decrease funding in each term's annual base maximum obligation as outlined in Recommendation 4; and e) make corresponding service adjustments as necessary, contingent upon the availability of funds, subject to review and approval by County Counsel, and notification to the Board and the Chief Executive Office.
- 7.7 The Director of DPH, or his designee, may execute change notices to MAWOs to: a) permit modifications to or within schedule budget categories, up to an adjustment between all budget categories equal to 20 percent of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities; b) allow for changes to hours of operation, and/or service locations; and c) correct errors in the MAWO's terms and conditions.

8.0 INVOICE AND PAYMENTS

Contractor shall invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO. Contractor shall invoice County on a [Select Method: Cost Reimbursement, Time and Materials or Fixed Price for Deliverable]

Invoices under this MAWO shall be submitted to the address(es) set forth in Attachment F.

Cost Reimbursement

Each invoice submitted by Contractor shall specify:

- County numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance;
- The total amount of the invoice; and
- Budget, Attachment III.

Time and Materials

Each invoice submitted by Contractor shall specify:

- County numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the MAWO;
- Total amount of the invoice; and
- Budget, Attachment III

Fixed Price Per Deliverables

Each invoice submitted by Contractor shall specify:

- County numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance;
- The total amount of the invoice; and
- Budget, Attachment III.

While payments shall be made in accordance with the fixed price per deliverable set out in the Budget(s), Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fixed price per deliverable set in the budget(s), Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

9.0 CONFLICT OF INTEREST

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MAWO, further described in Master Agreement, Paragraph 8.10 Conflict of Interest. Each of Contractor's staff assigned to this Work Order shall sign Attachment D, Certification of No Conflict of Interest form.

10.0 MANDATORY COMPLETION DATE

Contractor shall provide all deliverables no later than the Completion Date identified in the Statement of Work, Attachment A. The Contractor shall ensure all Services have been performed by such date.

11.0 SERVICES

In accordance with Master Agreement, Paragraph 3.0, Work, Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or that exceeds the

Total Maximum Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

12.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the Substance Abuse Prevention and Control Master Audit Program; County Standard Terms and Conditions; Paragraph 13, Performance Benchmarks and Dashboards; Paragraph 12.0 of this Statement of Work, Quality Control; and the following additional requirements.

a) Regular Meetings

Contractor is required to attend the scheduled regular meetings set up by SAPC's Program Manager or designee.

b) County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

13.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the designated County Contract Program Auditor for review. The plan shall include, but may not be limited to the following:

13.1. Method of monitoring to ensure that Contract requirements are being met;

13.2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

14.0 SPECIFIC WORK AND PERFORMANCE REQUIREMENTS

14.1 Contractor shall adhere to all work and performance requirements as listed in the following SAPC documents:

- a. Specific Services to be Provided, as described in Exhibit C.1 of this Contract;
- b. Standards of Care and Staffing, as described in Exhibit B.1 of this Contract;

- c. Any and all procedures formulated and adopted by Contractor, and approved by SAPC Director;
- d. Performance Requirements, Treatment Matrix, or other program requirements set forth by SAPC.

14.2 Evidence-based Practices

- a) Contractor is required to select interventions, services, activities, and/or programs that have been adequately substantiated by evidence/research to impact substance use and related outcomes. This includes 1) evidence-based programs or curricula (where applicable, specific to gender, age, or other groups) categorized under substance abuse treatment or co-occurring substance abuse/mental health disorders on the National Registry of Evidence-based Programs and Practices; and 2) where the program or curricula is not a recognized best practice/model program (as described in one above), substantiated results of an evaluation/research conducted by an evaluator independent of the proposer that documents the ability of the program/curricula to achieve the intended outcomes.
- b) Failure to incorporate evidence-based practices in the agency's curriculum may constitute a breach of contract, and may result in a funding reduction up to and including agreement termination.

15.0 EVALUATION OF SERVICES

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's Exhibit A, Statements of Work and its attachments (Specific Services to be Provided and Service Definitions, Standards of Care), and incorporated herein by reference.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion or enhancement of the Los Angeles County Participant Reporting System (LACPRS) for both admission and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System (LACES) or an enhanced replacement system, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments provided such training, data collection, reporting, standardized evaluation and outcome reporting instruments have been discussed by the LACES Advisory Group, shared with all contracted providers, and consideration of comments received from contracted providers. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Contract may be terminated by County.

16.0 EMERGENCY MEDICAL TREATMENT (FOR RESIDENTIAL SERVICES ONLY)

Participants treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable to Contractor hereunder. Contractor shall have a current written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to SAPC within thirty (30) calendar days of any changes of licensed medical facility.

17.0 STAFFING

Contractor shall operate continuously throughout the term of this Master Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Master Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Statement(s) of Work (SOW) incorporated in the MAWO.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

During the term of this Master Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Master Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Master Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, prevention/treatment, and support personnel. Participation of administrative, prevention/treatment, and support personnel in training/staff development should include in-service activities, such as nuisance abatement strategies for prevention staff and case conferences for treatment staff; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., prevention/treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Contract period. For treatment staff, training received through State - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. For prevention staff, training on the Strategic Prevention Framework, CalOMS Prevention, environmental prevention strategies, and other evidence-based prevention strategies that can enhance the quality of prevention services shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Contract period of less than a full fiscal year. All training received during the term of this Master Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

- A. Detoxification and Residential Services: If detoxification or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term

of this Master Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

- B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.
- (1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background through the Department of Justice and Federal Bureau of Investigation prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's Department of Public Health ("DPH") and, if the youth program is funded by the Probation Department, by Probation Department.. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person. Contractor must monitor for subsequent notifications from the Department of Justice regarding employee convictions or arrests to maintain compliance with the aforementioned fingerprint requirements.
 - (2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.
 - (3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.
 - (4) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.
- C. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

- D. Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT, REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

COUNTY OF LOS ANGELES

By: _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Date: _____

By: _____
CONTRACTOR

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY
COUNSEL

FORMS REQUIRED FOR EACH WORK ORDER

BEFORE WORK BEGINS

- G1 Contractor Acknowledgment and Confidentiality Agreement
- G2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
– Lower Tier Covered Transactions (45 C.F.R. Part 76)
- G3 Certification of No Conflict of Interest
- G4 Certification of Employee Status

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Master Agreement No. _____
Work Order No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Vendor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

MASTER AGREEMENT WORK ORDER
CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME			
Work Order Number:		Master Agreement Number:	

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

MASTER AGREEMENT WORK ORDER
CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME			
Work Order Number:		Master Agreement Number:	

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1	
2	
3	
4	
5	
6	

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Provider on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Providers who engage in charitable contributions activities. Each Provider, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov> contains much information helpful to regulated charitable organizations.

1. **LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.ca.gov/charities/statutes.php>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organization

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this

Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected

Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is

aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or

Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- b) The number of Individuals whose Protected Health Information is involved;
- c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- b) The number of Individuals whose Protected Health Information is involved;
- c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9 ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- a) The date of the Disclosure;
 - b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - c) A brief description of the Protected Health Information Disclosed; and

d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or

Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate,

including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

LIST OF RECOMMENDED FIRMS

FIRM NAME	Service Category	Target Populations	Supervisory District
1. 1736 Family Crisis Center	Outpatient Counseling Day Care Habilitative Residential Treatment Service	Adults & Youth Adults & Youth Adults	2 nd , 4 th
2. Alcoholism Center for Women	Outpatient Counseling Day Care Habilitative Residential Treatment Services	Adults & Youth Adults & Youth Adults	1 st
3. American Health and Education Clinics	Outpatient Counseling Day Care Habilitative	Adults & Youth Adults & Youth	2 nd
4. American Indian Changing Spirits	Residential Treatment Services	Adults	4 th
5. Asian American Drug Abuse Program, Inc.	Outpatient Counseling Day Care Habilitative Alcohol And Drug Free Living Center Residential Treatment Service Medication Assisted Treatment	Adults & Youth Adults & Youth Adults & Youth Adults & Youth Adults & Youth	2 nd , 3 rd , 4 th
6. Behavioral Health Services, Inc.	Outpatient Counseling Day Care Habilitative Alcohol And Drug Free Living Center Medication Assisted Treatment Residential Treatment Services Residential Detoxification Services	Adults & Youth Adults & Youth Adults Adults Adults Adults	1 st , 4 th
7. California Drug Counseling, Inc.	Outpatient Counseling Day Care Habilitative	Adults & Youth Youth	5 th
8. Child & Family Center	Outpatient Counseling	Adults & Youth	5 th
9. CLARE Foundation	Outpatient Counseling Alcohol And Drug Free Living Center Residential Treatment Services Medication Assisted Treatment	Adults Adults Adults Adults	3 rd
10. El Proyecto del Barrio, Inc.	Outpatient Counseling Day Care Habilitative	Adults Adults	3 rd
11. Epidaurus DBA Amity Foundation	Outpatient Counseling Residential Treatment Service	Adults Adults	2 nd

* Provided in partnership with another agency; site may be located in another supervisory district.

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FIRM NAME	Service Category	Target Populations	Supervisorial District
12. Ettie Lee Homes, Inc. DBA Ettie Lee Youth & Family Services	Outpatient Counseling Day Care Habilitative	Youth Youth	5th
13. Fred Brown Recovery Services	Outpatient Counseling Day Care Habilitative Alcohol And Drug Free Living Center Residential Treatment Services	Adults Adults Adults Adults	4th
14. Free N One, A Drug and Alcohol Free Program	Outpatient Counseling Day Care Habilitative	Adults & Youth Adults & Youth	2 nd
15. Grandview Foundation, Inc.	Outpatient Counseling Alcohol And Drug Free Living Center Residential Treatment Services Medication Assisted Treatment	Adults Adults Adults Adults	5th
16. HealthRIGHT 360	Outpatient Counseling Residential Treatment Services	Adults Adults	1 st , 2 nd
17. Homeless Health Care Los Angeles	Outpatient Counseling Day Care Habilitative	Adults Adults	1 st
18. Inland Valley Drug & Alcohol Recovery Services	Outpatient Counseling	Adults & Youth	1st
19. I-ADARP (Inter-Agency Drug Abuse Recovery Program), Inc.	Outpatient Counseling	Adults & Youth	3rd
20. Koreatown Youth & Community Center	Outpatient Counseling	Youth	2 nd
21. Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA)	Outpatient Counseling Day Care Habilitative Alcohol And Drug Free Living Center Residential Treatment Service Medication Assisted Treatment	Adults & Youth Adults Adults Adults Adults	2 nd , 4th
22. Matrix Institute on Addictions	Outpatient Counseling Day Care Habilitative Outpatient Narcotic Treatment Program Medication Assisted Treatment	Adults & Youth Adults & Youth Adults Adults	2 nd , 3rd

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FIRM NAME	Service Category	Target Populations	Supervisorial District
23. Medi-Cure Health Services, Inc.	Outpatient Counseling Day Care Habilitative	Adults Youth	2 nd
24. National Council on Alcoholism and Drug Dependency (NCADD) of East San Gabriel and Pomona Valleys, Inc.	Outpatient Counseling Day Care Habilitative Outpatient Narcotic Treatment Program* Alcohol And Drug Free Living Center Residential Treatment Services* Medication Assisted Treatment* Residential Detoxification Services*	Adults & Youth Adults & Youth Adults & Youth Adults & Youth Adults & Youth Adults	1 st , 3 rd , 5 th
25. National Council on Alcoholism and Drug Dependency of the San Fernando Valley, Inc.	Outpatient Counseling*	Adults & Youth	3 rd , 5 th
26. Pacific Clinics	Outpatient Counseling	Adults & Youth	1 st , 5 th
27. Pacific Lodge Youth Services	Residential Treatment Services Outpatient Counseling	Youth Youth	3 rd
28. People Coordinated Services of Southern California, Inc.	Outpatient Counseling Alcohol And Drug Free Living Center Residential Treatment Service	Adults Adults Adults	2 nd
29. Phoenix Houses of Los Angeles, Inc.	Outpatient Counseling Day Care Habilitative Alcohol And Drug Free Living Center Residential Treatment Services Medication Assisted Treatment	Adults & Youth Adults & Youth Adults Adults & Youth Adults & Youth	3 rd , 4 th
30. Principles, Inc. DBA Impact Residential Drug & Alcohol Treatment Center	Outpatient Counseling Alcohol And Drug Free Living Center Outpatient Narcotic Treatment Program Residential Treatment Service Residential Detoxification Services	Adults Adults Adults Adults Adults	2 nd , 5 th
31. Prototypes, Centers for Innovation in Health, Mental Health and Social Services DBA PROTOTYPES	Outpatient Counseling Day Care Habilitative Medication Assisted Treatment Residential Treatment Services	Adults Adults Adults Adults	1 st

* Services to be provided in partnership with another agency; site may be located in another district.

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FIRM NAME	Service Category	Target Populations	Supervisorial District
32. San Fernando Valley Community Mental Health Center, Inc.	Outpatient Counseling	Adults & Youth	3rd
33. SHIELDS for Families, Inc.	Outpatient Counseling Day Care Habilitative Alcohol And Drug Free Living Center Medication Assisted Treatment Residential Treatment Service	Adults & Youth Adults Adults Adults Adults	2nd
34. Social Model Recovery Systems, Inc.	Outpatient Counseling Alcohol And Drug Free Living Center Residential Treatment Services Medication Assisted Treatment Residential Detoxification Services	Adults & Youth Adults Adults Adults Adults	1 st , 5th
35. Southern California Alcohol and Drug Programs, Inc.	Outpatient Counseling Day Care Habilitative Alcohol And Drug Free Living Center Residential Treatment Services	Adults & Youth Adults Adults Adults	1 st , 4th
36. Special Service for Groups, Inc.	Outpatient Counseling	Adults & Youth	1 st , 2nd
37. SPIRITT Family Services	Outpatient Counseling	Adults & Youth	1 st , 4th
38. Substance Abuse Foundation of Long Beach	Outpatient Counseling Day Care Habilitative Alcohol and Drug Free Living Center Residential Treatment Services	Adults Adults Adults Adults	4 th
39. Sunrise Community Counseling Center	Outpatient Counseling	Adults & Youth	1 st
40. Tarzana Treatment Centers	Outpatient Counseling Day Care Habilitative Outpatient Narcotic Treatment Program Alcohol And Drug Free Living Center Residential Treatment Services Medication Assisted Treatment Residential Detoxification Services	Adults & Youth Adults Adults Adults Adults & Youth Adults Adults	3 rd , 4 th , 5th
41. The Salvation Army, a California corporation at its Southern California Division	Residential Treatment Services	Adults	1 st , 2 nd , 3 rd , 4 th , 5th

* Services to be provided in partnership with another agency; site may be located in another district.

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FIRM NAME	Service Category	Target Populations	Supervisorial District
42. The Weingart Center Association	Outpatient Counseling Residential Treatment Services	Adults Adults	1st
43. Volunteers of America of Greater Los Angeles	Residential Treatment Services Residential Detoxification Services	Adults & Youth Adults	1 st , 2 nd , 3rd
44. Watts Healthcare Corporation	Outpatient Counseling Alcohol And Drug Free Living Center Residential Treatment Service	Adults Adults Adults	2nd

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Bid Detail Information
Bid Number : SUD RFSQ 2012-004

Bid Title : RFSQ FOR THE PROVISION OF SUBSTANCE ABUSE DISORDER SERVICES

Bid Type : Service

Department : Public Health Program & Services

Commodity : HEALTH CARE MANAGEMENT SERVICES

Open Date : 12/28/2012

Closing Date : 2/26/2013 3:30 PM

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : LOS ANGELES COUNTY Request for Statement of Qualifications (RFSQ) for the Provision of Substance Abuse Disorder Services

The Department of Public Health is issuing an RFSQ to solicit Statement of Qualifications (SOQ) for contracts with qualified vendors that are able to provide as-needed Substance Use Disorder (SUD) services to adult and/or youth populations in the County of Los Angeles. DPH will not conduct a Vendors Conference for this RFSQ. SOQs are due Tuesday, February 26, 2013 by 3:30 p.m. PST. Electronic copies of the RFSQ and Addendum(s) can be obtained via the following County of Los Angeles websites:
<http://publichealth.lacounty.gov/sapc/funding/funding.htm> and
<http://publichealth.lacounty.gov/cg/index.htm> (under the "Open Solicitations for Public Health" heading).

Contact Name : Timothy Duenas

Contact Phone# : (000) 000-0000

Contact Email : tduenas@ph.lacounty.gov
Last Changed On : 12/28/2012 10:30:16 AM

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